



METROPOLITAN
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Deputy Executive Director, Operations

Andrew B. Fremier
Deputy Executive Director,
Bay Area Toll Authority

Therese W. McMillan
Deputy Executive Director, Policy

August 2, 2010

REQUEST FOR PROPOSALS
Regional Transportation Plan (RTP)
Project Database Update and Web Application
Letter of Invitation

Dear Consultant:

The Metropolitan Transportation Commission (MTC) invites your firm to submit a proposal to update and improve:

MTC's existing Regional Transportation Plan (RTP) Project Database and Develop and implement a web application to feed into the RTP Project Database and project sponsors can add and modify project information and the administrator can run queries and edit information.

This letter, together with its enclosures, comprises the Request for Proposal (RFP) for this project. Responses to the RFP should be submitted in accordance with the instructions set forth in this RFP.

Proposals Due Date

Proposers must submit an original and three (3) copies of their proposal, in sealed envelopes, by 4 p.m., Monday, August 30, 2010. ***Proposals received after that date and time will not be considered.*** Proposals for the project shall be considered firm offers to enter into a contract, as described in this RFP, for a period of ninety (90) days from the time of submittal.

MTC Contact

Proposals and all inquiries relating to this RFP should be submitted to the Project Manager at the address shown below. For telephone inquiries, call 510.817.5826 or e-mail gcho@mtc.ca.gov.

Grace Cho, Project Manager
MTC
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland CA 94607-4700

Background

The Metropolitan Transportation Commission (MTC), in partnership with the Association of Bay Area Governments (ABAG), Bay Area Air Quality Management District (BAAQMD), and Bay Conservation and Development Commission, is currently preparing an update to its Regional Transportation Plan (RTP). The RTP represents a strategic investment plan to improve asset condition and system performance for Bay Area travelers over the next 25 years. This plan includes a set of highway, transit, local roadway, bicycle, and pedestrian projects identified through regional and local transportation planning processes. The RTP update is roughly a three-year planning effort, starting in 2010 and leading up to the plan adoption in spring 2013.

The RTP Project Database is an integral component of the plan and the update process. The Project Database stores detailed information about transportation projects in the adopted RTP, and adds new or modified projects seeking inclusion in the RTP update. It is the source of project information for strategic planning and analytical purposes, including model development, environmental impact assessments, and air quality conformity analyses. MTC staff manages the Project Database.

Information in the Project Database about existing and future transportation projects are submitted to MTC by project sponsors. A project sponsor is the lead agency, organization or jurisdiction which implements or intends to implement the transportation project and acts as the project authority. Examples of project sponsors include transit service operators, department of transportation, and congestion management agencies. In previous updates of the Project Database, project sponsors submitted project information through a web-based application. The online format allowed project sponsors to register projects, modify details, save information and return later before submitting a list of projects to MTC. MTC seeks a similar type of web application and system for the update to the Project Database.

For an example of the latest Regional Transportation Plan and Project Database or to view a project, please visit the MTC website at http://www.mtc.ca.gov/planning/2035_plan/.

Project Description

As part of the RTP plan update, MTC seeks Consultant assistance to update and improve the RTP Project Database. The purpose of the Project Database is to store information about transportation projects throughout the region and inform the RTP. Consultant assistance entails:

- 1) Enhancing the functionality of the existing RTP Project Database (existing in Microsoft Access);
- 2) Designing a web-based Project Database that allows project sponsors to update existing project information and submit new transportation projects for consideration in the RTP;
- 3) Creating a final web-based Project Database that presents information about transportation projects adopted in the RTP; and
- 4) Providing technical assistance, as needed.

More specifically, the Consultant is to design, develop, and implement a web-based database that will at a minimum:

- Allow users to insert, update, and delete records in the Project Database with ease and efficiency;
- Allow users to query and print information from the Project Database with ease and efficiency;
- Allow users to navigate through an intuitive graphical user interface (GUI);
- Preserve the integrity of the database; and
- Enhance the Project Database functionality to the most recent innovations.

MTC previously utilized consultant assistance to perform similar work tasks as part of the last RTP update (Transportation 2035 Plan). The Project Database developed for the Transportation 2035 Plan will serve as the starting point for database update process. The final web-based Project Database can be found at: <http://www.transportation2035.com/>

Work for the RTP Project Database is planned to begin in October 2010. The majority of consultant task work for the database update, web application development, and website testing is scheduled to be complete by early December 2010. Following the public release of the Project Database, planned for January 2011, the Consultant will provide on-going technical assistance for the web application and database as needed until the adoption of the RTP update slated for Spring 2013.

Minimum Qualifications

To be eligible for evaluation, a proposer must have knowledge of and experience with:

- a. Database development;
- b. Web application development; and
- c. Web Graphical User Interface (GUI) programming.

Other Qualifications

In addition to the minimum qualifications above, other desirable qualifications for the Consultant include:

1. Knowledge of and experience with:
 - a. Database structure and organization to make improvements; and
 - b. Website creation and programming.
2. Demonstrated ability to:
 - a. Create user-friendly web applications;
 - b. Seamlessly link online information to a existing database;
 - c. Enhance and improve detailed databases;
 - d. Resolve technical issues in a timely fashion; and
 - e. Communicate technical details concerning the project to non-technical MTC staff.
3. Depth of team resources to perform the necessary task work and technical support functions for the database and web application.

Scope of Work, Schedule, and Budget

Appendix A, Scope of Work, outlines the work that will be assigned to the selected Consultant. Included in the Scope are the deliverables with due dates. The project is expected to begin in October 2010 and will be completed in the Spring of 2013.

The maximum amount available for this project is fifty thousand dollars (\$50,000). The contract payment terms will be lump sum (firm fixed price) with payment made on the basis of receipt and acceptance of satisfactory deliverables by the MTC Project Manager.

Notice of Addenda and Requests for Exceptions

This RFP and any addenda will be posted on MTC's web site. All potential proposers are responsible for checking the website for any addenda to the proposal documents.

Requests for clarification or exception to RFP provisions must be received no later than Tuesday, August 17, 2010 at 4 p.m. to guarantee consideration.

Form of Proposal

Sections that must be included in each Proposal are described below. Page limits, where specified, are for single-sided print. In furtherance of MTC's resource conservation policy, proposers are asked to print proposals back to back and are encouraged to use recycled paper for all proposals and reports.

The suggested page limit for the Proposal is thirty (30) pages not counting attachments such as sample writing works. Proposal content and completeness are most important. Clarity is essential and will be considered in assessing the proposers' capabilities.

Each proposal should include:

1. Transmittal Letter: a transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm. The transmittal letter should refer to this RFP by title and date and should include the name and telephone number of a contact person and a statement that the Proposal is a firm offer to enter into a contract with MTC according to the terms of this RFP for ninety (90) days following its submission. (Suggested Page Limit: 2)
2. Firm Qualifications: a company profile and summary of the firm's qualifications in relation to this project, addressing each of the qualifications listed above and other desirable experience and expertise. The company profile should specify the firm size and number of staff available to work on this project. (Suggested Page Limit: 3)
3. Staff Qualifications: summary of the lead and technical staff proposed for the Project and their qualifications. Staff qualifications should be limited to one paragraph per staff person, and should include the role of the staff person, the length of their work experience, areas of expertise (if any), and their relevant experience based on this RFP's desired qualifications. A table showing each proposed staff person and their applicable skills and/or areas of expertise should be provided. A sample work plan demonstrating writing ability may be included as an appendix. Resumes may also be included as an appendix. (Suggested Page Limit for Resumes – 2 per person)

4. Relevant Experience: descriptions of relevant, recent projects done by the lead staff person and technical staff proposed for the project. The description should be limited to one paragraph per project and identify the client, purpose of the project, size of the project, technologies used, year of completion, total project budget and percent for which the firm was responsible, and who from the project team proposed for this solicitation worked on the referenced project. (Suggested Page Limit: 3)
5. References: three (3) references who can attest to the Consultant's experience in performing work substantially similar to the services covered by this RFP. (Include company name, point of contact, telephone, email and fax number for three (3) projects similar to work described in this RFP.) Letters of endorsements may be included as an appendix. (Suggested Page Limit – 1, not including letters of endorsement)
6. Proposed Approach: a summary of the proposed approach for this project. (Suggested Page Limit: 1)
7. Costs: provide a detailed task budget that includes all work required under Appendix A. The budget should include all costs to MTC, broken down by project personnel, fully loaded hourly rates, estimated hours, and other direct costs. The budget should also indicate a lump sum payment for each deliverable.
8. California Levine Act Statement.
Submit a signed Levine Act statement (*Appendix C*).

Evaluation Factors

The Project Manager, in consultation with the MTC Office of General Counsel, will conduct an initial review of the proposals for adherence to the minimum qualifications and inclusion of the items requested in Form of Proposal above. Proposers failing to meet the minimum qualifications listed above will not be considered. Any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive and will not be evaluated. A proposal that fails to include one or more items requested in Form of Proposal may be considered complete and generally responsive, if evaluation in every criterion is possible.

Responsive proposals will be evaluated by a panel of staff representatives from MTC, and other public agencies, based on the following evaluation factors, listed in order of relative importance:

- Experience of the Consultant firm and lead staff with database and web development;
- Understanding of the project requirements, as demonstrated in the Proposal;
- Resource allocation and depth of resources, including the capability to complete the project in the time period allotted; and
- Cost effectiveness.

Following the evaluation, the panel may elect to recommend award to a particular proposer or develop a “short list” of proposers with a reasonable likelihood of being awarded the Contract for interviews. References may be checked for one or more of such short-listed proposers prior to final evaluation.

Following interviews of the short-listed firms (if held), the evaluation panel will conduct the final evaluation, based on the written proposals and oral interviews. The MTC Project Manager will then recommend a Consultant to the Executive Director.

MTC reserves the right not to convene interviews and to make an award on the basis of written proposals alone. Further, MTC reserves the right to accept or reject any and all submitted proposals, to waive minor irregularities, and to request additional information from the proposers at any stage of the evaluation.

Consultant Selection Timetable

| | |
|--|--|
| Tuesday, August 17, 2010, 4 p.m. | Closing date/time for receipt of requests for clarification/exceptions |
| Three (3) working days prior to the date proposals are due | Deadline for protest of RFP provisions |
| Monday, August 30, 2010, 4 p.m. | Closing date/time for receipt of proposals |
| September 13, 2010 | Interviews (if necessary) |
| Week of September 27, 2010 (approximate) | Execution of Consultant Contract |

Selection Disputes

A proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular consultant on the grounds that MTC procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the MTC Project Manager a written explanation of the basis for the protest:

1. No later than three (3) working days prior to the date proposals are due, for objections to RFP provisions; or
2. No later than three (3) working days after the date the proposer is notified that it was found to be non-responsive or failed to meet minimum qualifications; or
3. No later than three (3) working days after the date on which the contract is authorized or the date the firm is notified that it was not selected, whichever is later, for objections to consultant selection.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the MTC Executive Director authorizes the award.

The MTC Section Manager responsible for the procurement will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular Contractor shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the MTC Section Manager.

Should the Proposer wish to appeal the decision of the MTC Section Manager it may file a written appeal with the MTC Executive Director, no less than three (3) working days after

receipt of the written response from the Section Manager. The Executive Director's decision will be the final agency decision.

General Conditions

MTC will not reimburse any proposer for costs related to preparing and submitting a Proposal. Materials submitted by proposers are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*).

MTC reserves the right in its sole discretion not to enter into any contract as a result of this RFP. Any award made will be to the Consultant whose proposal is most advantageous to MTC based on the evaluation criteria outlined above.

A synopsis of MTC's consultant contract is enclosed for your reference as *Appendix C*. If a Consultant wishes to propose a change to any standard MTC contract provision, the provision and any proposed alternative language must be requested no later than the deadline for protesting RFP provisions stated above. If no such change is requested, the Consultant will be deemed to accept MTC's standard contract provisions.

The selected Consultant will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix C-1*. Requests to change MTC's insurance requirements must be brought to MTC's attention no later than the date listed above for protesting RFP provisions. If such objections are not brought to MTC's attention consistent with the protest provisions of this RFP, compliance with the insurance requirements will be assumed.

Authority to Commit MTC

Based on the recommendation of the selection panel the MTC Project Manager will recommend a Consultant to the Executive Director, who will commit MTC to the expenditure of funds in connection with this RFP.

Thank you for your participation.

Sincerely,



Ann Flemer
Deputy, Policy

AF:GC

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APPENDIX A SCOPE OF WORK

MTC seeks Consultant assistance to update and improve the Regional Transportation Plan (RTP) Project Database. Consultant assistance entails (1) enhancing the functionality of the existing RTP Project Database (existing in Microsoft Access); (2) designing a web-based Project Database that allows project sponsors to update existing project information and submit new transportation projects for consideration in the RTP; (3) creating a final web-based Project Database that presents information about transportation projects adopted in the RTP; and (4) providing technical assistance as needed through Spring 2013. More specifically, the Consultant is to design, develop, and implement a web-based database that will, at a minimum:

- Allow users to insert, update, and delete records in the Project Database with ease and efficiency;
- Allow users to query and print information from the Project Database with ease and efficiency;
- Allow users to navigate through an intuitive graphical user interface (GUI);
- Preserve the integrity of the database; and
- Enhance the Project Database functionality to the most recent innovations.

MTC previously utilized consultant assistance to perform similar work tasks as part of the last RTP update (Transportation 2035 Plan). The Project Database developed for the Transportation 2035 Plan will serve as the starting point for database update process. The final web-based Project Database can be found at: <http://www.transportation2035.com/>

I. Project Database Components

Without limiting the expertise and advice of the Consultant, the Project Database will consist of four primary components for design and development:

1. Application Framework

The Consultant is asked to develop a web-based application that will incorporate and feed into the existing Project Database. The web-based application will allow users to perform certain functions, depending on the user's level of privilege. The following user scenarios provide a minimum application framework. The Consultant shall advise MTC staff as to additional considerations in designing an application that is easy to use as well as to preserve the integrity of the database.

User Type 1: Project Sponsor

A first-time project sponsor is prompted at the title page of the Project Database to enter his/her contact information, including email address. After submitting this information, the project sponsor is transferred to the project submittal page that contains user input fields (i.e., text boxes, lists, radial buttons, etc.). After entering/selecting information about a project, the project sponsor can choose to submit the information and create a record for a new project. The sponsor can also open a previously submitted project, edit it, or delete it from the database. Project information can be printed out or exported to various file formats (e.g., xls, pdf, doc, etc.).

A project sponsor logs in to the Project Database by entering his/her e-mail address. Only those projects associated with this email will be listed. A time and date stamp is provided to show when a project was last edited. Multiple users can access the Project Database simultaneously without interruption. Projects entered into a database for a previous update of the RTP can be imported into the new database and allow project sponsors to edit or modify details pertaining to on-going projects.

Project sponsors have the ability to query through all submitted projects entered into the database, but only have privileges to view limited information for those projects sponsored by another agency.

User Type 2: MTC Administrator

The administrator shall have full read, modification, and reporting out privilege via the GUI. In addition, the administrator can interactively query projects using an interactive query or key word search to retrieve information about specific projects.

2. Database Schema

The Consultant and MTC staff will identify required information (i.e., field names, data types) and new additional information to input in the database. An existing project database will provide the starting point for defining the ultimate database schema. The Consultant shall provide expertise on whether the database needs to be normalized or remain in a denormalized state. In addition, the Consultant shall provide advice on appropriate relational database management systems (RDBMS) to implement the design and other technology issues as they relate to implementing the application externally and post-project closeout maintenance.

3. Database Enhancements

The Consultant and MTC staff will discuss means to enhance the database and will bring the database to up-to-date to increase efficiency in database performance. The consultant will assist by providing MTC with options to advance the database functionality. Following discussion and concurrence of MTC Project Manager, the Consultant shall implement the desired improvements and enhancements to the database.

4. Web-Based Graphical User Interface (GUI)

The Consultant shall design a web-based GUI that allows non-technical users to execute basic database commands easily and interact with the underlying database: insert, update, delete, save, print, and export. Additionally, the Consultant shall provide enhanced functionality for MTC staff administrators, such as an interactive query builder or key word search. The Consultant shall design a report template so that print-outs are formatted and visually appealing. The Consultant shall incorporate "Help/Tips" in the GUI (i.e., MTC staff contact information, instructions, examples, data dictionary or glossary of terms, Internet browser requirements, etc.).

II. Tasks and Deliverables

Task 1: Project Work Program and Management Plan

Within five (5) days after contract execution, the Consultant shall meet with the MTC Project Manager to review the scope of work and identify or make any revisions and clarifications as necessary. Within ten (10) days, the Consultant shall develop a detailed plan for the

management of the project, identifying for each project component, tasks, work elements, schedules, personnel assignments, costs, milestones, and quality control measures.

Deliverable #1: Project Management Plan

Task 2: Database Update

The Consultant and MTC Project Manager shall (1) review the existing Microsoft Access RTP Project Database; (2) make recommendations on methods to update and improve the structure and functional performance of the existing Project Database; (3) prepare a technical memorandum detailing a data dictionary for the updated and improved Project Database; (4) upon approval from the MTC Project Manager, make appropriate updates and enhancements; and (5) provide guidance on an appropriate place to host the web-based application of the Project Database externally as described in Tasks 4-7, below.

All improvements to the Project Database shall evaluate benefits-to-costs enhancements and remain as user-friendly as possible. The MTC Project Manager will consider adding new fields and other enhancements to the Project Database as needed.

Deliverable #2a: Technical Memorandum of Data Dictionary

Deliverable #2b: Updated and Improved RTP Project Database

Task 4: Website Map

Using the framework of the existing online Project Database created for the Transportation 2035 Plan, the Consultant, in consultation with the MTC Project Manager, shall prepare an illustrated memorandum showing the logical flow of the web application from the perspective of the user. The memorandum will entail details such as the flow of information submitted and retrieved from the database, conducting a query, and the progression of submitting new project information. It is expected that the memorandum will first be submitted in draft: the final will reflect the comments provided by MTC.

Deliverable #4: Technical Memorandum of Website Map

Task 5: Web Graphical User Interface (GUI)

The Consultant, in consultation with the MTC Project Manager, shall prepare an illustrated memorandum showing the design layout of buttons, radial buttons, text boxes, etc. for the web GUI. It is expected that the memorandum will first be submitted in draft; the final will reflect the comments provided by MTC.

Deliverable #5: Technical Memorandum of Web Graphical User Interface (Draft and Final)

Task 6: Test Site

The Consultant shall prepare the web-based application, implement the database structure and web GUI within the application framework. The Consultant shall first implement a test site for MTC staff to perform trial executions. The Consultant shall incorporate feedback from MTC staff to refine the Project Database prior to public release.

Deliverable #6: Test Site Released for MTC Staff Only to Perform Trial Tests

Task 7: Finalized Website and Public Release

The Consultant, after written authorization by the MTC Project Manager, shall make the appropriate changes necessary to finalize the database web application and the web GUI for public release anticipated for December 2010. Once the web application has been released to the public, the Consultant shall provide on-going, as-needed technical support throughout the public release stage of the Project Database (anticipated from January 2011 – March 2011).

Deliverable #7: Public Release Version of Project Database and Associated Technical Support

Task 8: Project Support/Maintenance

The Consultant shall continue to provide on-going technical support after the public release stage of the web application and Project Database has been closed through the adoption of the RTP update by Spring 2013. These tasks will vary according to issues to come up during the analysis, review and reporting phase of the Project Database.

Deliverable #8: On-going Technical Support

Task 9: Project Closeout

Upon adoption of the RTP update in spring of 2013, the Consultant shall produce a final online version of the Project Database, similar in format to the Project Database produced for the Transportation 2035 Plan. The final online Project Database shall include only those transportation projects adopted in the final RTP and the information will stay static. The online Project Database functions to query and view information about projects remains. The Consultant shall aid in any final maintenance of the Project Database and facilitate the seamless transfer of the Project Database to MTC staff upon completion of the project.

Deliverable #9: Final online Project Database

III. Time Table

The services to be performed by the Consultant for the RTP Project Database shall follow the timeline as seen below. The timeline is an estimated schedule and is subject to modification by MTC Project Manager.

Project Start-Up

Includes project work program and management plan
Estimated Schedule: Early October 2010

Database Development

Includes Project Database update, improvements, and development of web-based application and web GUI
Estimated Schedule: Early November 2010

MTC Testing and Review

Includes test site and staff comment period
Estimated Schedule: Early December 2010

Project Database Release

Includes public release of website and ongoing technical support

Estimated Schedule: January 2011

Final Products/Project Closeout

Includes final maintenance and seamless transfer of the project database for closeout

Estimated Schedule: Spring 2013

APPENDIX B
CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC’s commissioners include:

Tom Azumbrado
Tom Bates
Dave Cortese
Dean J. Chu
Chris Daly
Bill Dodd

Dorene M. Giacomini
Federal D. Glover
Scott Haggerty
Anne W. Halsted
Steve Kinsey
Sue Lempert
Jake Mackenzie

Jon Rubin
Bijan Sartipi
James P. Spering
Adrienne J. Tissier
Amy Rein Worth
Ken Yeager

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

___ YES ___ NO

If yes, please identify the commissioner: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

___ YES ___ NO

If yes, please identify the commissioner: _____

Answering yes to either of the two questions above does not preclude MTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

APPENDIX C - SYNOPSIS OF PROVISIONS IN MTC'S STANDARD CONSULTANT AGREEMENT

The selected consultant will be required to sign MTC's standard consultant agreement, a copy of which standard agreement may be obtained from the Project Manager for this RFP. In order to provide bidders with an understanding of some of MTC's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for professional services. THE ACTUAL LANGUAGE OF THE STANDARD CONSULTANT AGREEMENT SUPERSEDES THIS SYNOPSIS.

Termination: MTC may, at any time, terminate the Agreement upon written notice to Consultant. Upon termination, MTC will reimburse the Consultant for its costs for incomplete deliverables up to the date of termination. Upon payment, MTC will be under no further obligation to the Consultant. If the Consultant fails to perform as specified in the agreement, MTC may terminate the agreement for default by written notice following a period of cure, and the Consultant is then entitled only to compensation for costs incurred for work products acceptable to MTC, less the costs to MTC of rebidding.

Insurance Requirement: See *Appendix C-1, Insurance Requirements*, attached hereto.

Independent Contractor: Consultant is an independent contractor and has no authority to contract or enter into any other agreement in the name of MTC. Consultant shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.

Indemnification: Consultant agrees to defend, indemnify and hold MTC harmless from all claims, damages, liability, and expenses resulting from any negligent or otherwise wrongful act or omission of Consultant in connection with the agreement. Consultant agrees to defend any and all claims, lawsuits or other legal proceedings brought against MTC arising out of such negligent or wrongful acts or omissions. The Consultant shall pay the full cost of the defense and any resulting judgments.

Data Furnished by MTC: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("MTC Data") made available to the Consultant by MTC for use by the Consultant in the performance of its services under this Agreement shall remain the property of MTC and shall be returned to MTC at the completion or termination of this Agreement. No license to such MTC Data, outside of the Scope of Work of the Project, is conferred or implied by the Consultant's use or possession of such MTC Data. Any updates, revisions, additions or enhancements to such MTC Data made by the Consultant in the context of the Project shall be the property of MTC.

Ownership of Work Product: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("Work Product") written or produced by the Consultant under this Agreement and provided to MTC as a deliverable shall be the property of MTC. Consultant will be required to assign all rights in copyright to such Work Product to MTC.

Personnel and Level of Effort: Personnel assigned to this Project and the estimated number of hours to be supplied by each will be specified in an attachment to the Agreement. No substitution of personnel or substantial decrease of hours will be allowed without prior written approval of MTC.

Subcontracts: No subcontracting of any or all of the services to be provided by Consultant shall be allowed without prior written approval of MTC. MTC is under no obligation to any subcontractors.

Consultant's Records: Consultant shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to MTC for inspection and auditing purposes. The records shall be retained by Consultant for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

Prohibited Interest: No member, officer or employee of MTC can have any interest in this agreement or its proceeds and Consultant may not have any interest which conflicts with its performance under this Agreement.

Governing Law. The Agreement shall be governed by the laws of the State of California.

APPENDIX D-1 - INSURANCE REQUIREMENTS

Minimum Insurance Coverage: CONSULTANT shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-X or better.

| Yes (✓) | Please certify by checking the boxes at left that required coverages will be provided within five (5) days of MTC's notice to firm that it is the successful proposer. |
|---|---|
| <div style="text-align: center;"> <input type="checkbox"/> </div> | <p><u>Workers' Compensation Insurance</u> in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of CONSULTANT's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONSULTANT is a sole proprietor with no employees.</p> |
| <div style="text-align: center;"> <input type="checkbox"/> </div> | <p><u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of CONSULTANT and CONSULTANT's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnitee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form.</p> <p>MTC, and its commissioners, officers, representatives, agents and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations.</p> |
| <div style="text-align: center;"> <input type="checkbox"/> </div> | <p><u>Business Automobile Insurance</u> for all automobiles owned, used or maintained by CONSULTANT and CONSULTANT's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.</p> |
| <div style="text-align: center;"> <input type="checkbox"/> </div> | <p><u>Property Insurance</u> covering CONSULTANT'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC (if any), debris removal, and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" ("All Risk") that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC. If such insurance coverage has a deductible, the CONSULTANT shall also be liable for the deductible.</p> |

Deductibles: Any deductibles or self-insurance retentions over \$100,000 are subject to the approval of MTC.

Notice of Termination: All Contractor policies shall provide that the insurance carrier shall give written notice to MTC at least 60 days prior to cancellation, non-renewal or material change of coverage in the policy or policies, and shall provide notice of such change to MTC and any other additional insured.

Additional Provisions: Each policy or policies of insurance described in Commercial General Liability Insurance, above shall contain the following provisions:

- Inclusion of MTC, its commissioners, officers, representatives, agents and employees, as additional insured's with respect to work or operations in connection with this Agreement.
- Endorsement providing that such insurance is primary insurance and no insurance of MTC will be called on to contribute to a loss.

Certificates of Insurance: Promptly on execution of this Agreement and prior to commencement of any work hereunder, Contractor shall deliver to MTC Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof. Contractor agrees, upon written request by MTC, to furnish copies of such policies or endorsements required under the Agreement prior to the Effective Date of the Agreement.

Disclaimer: The foregoing requirements as to the types of limits of insurance coverage to be maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant hereto, including, but not limited to, liability assumed pursuant to *Appendix C*, Indemnification.

Subcontractor's Insurance: Contractor shall require each of its subcontractors to provide the aforementioned coverages, unless such coverages are waived or reduced in writing by the MTC Project Manager.

By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within five (5) days of MTC's notice to firm that it is the successful proposer.

| | |
|-------------------------------|--|
| Representative Name and Title | |
| Name of Authorizing Official | |
| Authorized Signature | |
| Date | |

NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to MTC's attention no later than the date for protesting RFP provisions. If such objections are not brought to MTC's attention consistent with the protest provisions of this RFP, compliance with the insurance requirements will be assumed.